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2
3 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

4 JACK TROTSKY and LOUISE TROTSKY,)
his wife; LORRAINE TROTSKY)
5 individually and as Executrix of)
the Will of Earl Trotsky; and)
6 PHILIP STRATINER as Executor of)
the Will of David Trotsky,)

7
8 Plaintiffs,)

NO. 732439

9 vs.)

10 JOHN FARRELL and DOROTHY E.)
FARRELL, his wife, JOHN F. WALTHER)
and MARGUERITE WALTHER, his wife,)
11 WESTERN MARINE CONSTRUCTION, INC.,)
a corporation, ASSOCIATED ENGINEERS)
12 & CONTRACTORS, INC., a corporation,)
C. R. HARTMAN ENTERPRISES, INC., a)
13 corporation, and BALLARD INSURANCE)
AGENCY & INVESTMENT COMPANY, INC.,)
14 a corporation,)

STIPULATION

15 Defendants.)

16 IT IS HEREBY STIPULATED by and between the undersigned counsel
17 for the respective parties hereto as follows:

18 WHEREAS, the plaintiffs claim to be the owners of the real pro-
19 perty described in paragraph 5 of plaintiffs' Complaint, and

20 WHEREAS, the defendants and each of them claim or assert an
21 interest therein adverse to the plaintiffs, and

22 WHEREAS, the parties hereto desire to settle their differences
23 with respect to the said real property.

24 Now, therefore, IT IS HEREBY STIPULATED by and between the parties
25 hereto as follows:

26 1. That the parties have established a common agreement line.

27 2. That as between the parties herein plaintiffs shall have all
28 right, title and interest in and to that portion of the bed of the
29 Duwamish River lying southerly of the following-described line of common
30 agreement between the parties herein and within that portion of Section
31 29, Township 24 North, Range 4 E.W.M., situate in King County,
32 Washington, and described as follows:

Stipulation - Page 1

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1 Beginning at the intersection of the West line of said
2 Section 29 and the Southerly line of Seaport Addition to
3 the City of Seattle, as recorded in Volume 19 of Plats,
4 page 60, records of King, County, Washington; thence
5 South 1°11'20" West along the West line of said Section
6 29, a distance of 69.17 feet to the West one-quarter
7 corner of said Section 29; thence continuing along the
8 West line of said Section 29 South 3°40'43" West 178.39
9 feet to the intersection of the Easterly margin of First
10 Avenue South interchange as condemned by King County
11 Superior Court Cause No's. 460720 and 465381; thence
12 South 16°19'12" East along said Easterly margin 178.34
13 feet to an intersection with a line which is parallel
14 with and 420 feet southerly of (measured at right angles
15 to) the Southerly line of said Seaport Addition; thence
16 North 86°02'59" East along said parallel line 545.95 feet
17 to an intersection with the Westerly line of Portland and
18 Puget Sound Railway Addition, as recorded in Volume 5 of
19 Plats, page 47, records of King County, Washington;

20
21 Thence North 32°08'48" West along said Westerly line to
22 the Southwest corner of Lot 1, Block 1 in said plat of
23 Portland and Puget Sound Railway Addition; thence North
24 88°52'44" East along the South line of Lots 1, 2 and 3
25 in said Block 1 to the Southeast corner of said Lot 3;
26 thence North 1°07'16" West along the East line of said
27 Lot 3 to the Northerly line of said Block 1; thence North
28 88°26'17" East along said Northerly line to the South-
29 westerly margin of the right-of-way of Commercial Waterway
30 District No. 1; thence North 42°24'31" West along said
31 right-of-way 127.52 feet to the line of common agreement
32 between the parties herein; thence South 86°42'16" West
along said common agreement line 433.36 feet; thence
South 23°37'09" West along said common agreement line
46.48 feet to the South line of said Seaport Addition
extended; thence South 86°02'59" West along said Southerly
line, which is also the common agreement line, 150 feet,
more or less, to the point of beginning;

3. That as between the parties herein defendant C. R. Hartman
Enterprises, Inc. shall have all right, title and interest in and to
that portion of the bed of the Duwamish River lying northerly of the
afore-described line of common agreement between the parties herein
and within that tract of land lying easterly of the west line of
Section 29, Township 24 North, Range 4 E.W.M. and westerly of the
southwesterly margin of the right-of-way of Commercial Water District
No. 1, all situate in King County, Washington.


4. That the defendants and each of them have not, nor have any
of them, any right, title or interest whatever in any portion of the
real property described in paragraph 2 hereof lying southerly of the
above described line of common agreement and title thereto shall be


1 quieted in the plaintiffs, and that defendants and each of them shall
2 be forever barred from asserting any claim whatever in and to the real
3 property described in paragraph 2 hereof lying southerly of the herein-
4 above described line of common agreement.


5 5. That the plaintiffs and each of them have not, nor have any
6 of them, any right, title or interest whatever in any portion of the
7 real property described in paragraph 3 hereof, which is that tract of
8 land lying easterly of the west line of Section 29, Township 24 North,
9 Range 4 E.W.M. and westerly of the southwesterly margin of the right-
10 of-way of Commercial Water District No. 1, all situate in King County,
11 Washington, lying northerly of the above described line of common
12 agreement and title thereto shall be quieted in the defendant C. R.
13 Hartman Enterprises, Inc., and that plaintiffs and each of them shall
14 be forever barred from asserting any claim whatever in and to the real
15 property described in paragraph 3 hereof lying northerly of the herein-
16 above described line of common agreement.

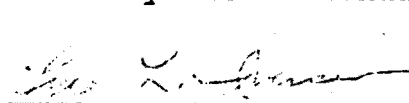
17 6. That a decree shall be entered herein effectuating the terms
18 of this Stipulation, and that should any additional instruments be
19 required to be executed by the parties effectuating the terms of this
20 Stipulation the parties hereto agree to execute the same.


21 DATED this 21st day of September, 1974.

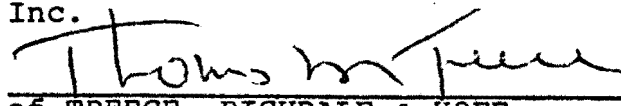
22 
23 Albert Hanan
24 Attorney for Plaintiffs

25 
26 of WOLF, HACKETT, BEECHER & HART
27 Attorneys for Defendants Farrell

28 
29 of WALTHER, WARNER, KEEFE, ARRON,
30 COSTELLO & THOMPSON
31 Attorneys for Defendants Walthew

32 
33 of LYCETTE, DIAMOND & SYLVESTER
34 Attorneys for Defendants Western
35 Marine Construction, Inc. and
36 Associated Engineers & Contractors,
37 Inc.

38 
39 of RYAN, BUSH, SWANSON & HENDEL
40 Attorneys for Defendant C. R.
41 Hartman Enterprises, Inc.

42 
43 of TREECE, RICHDALE & HOFF
44 Attorneys for Defendant Ballard
45 Insurance Agency & Investment
46 Company